1 2 3 4 5 6	ALAN C. BRYAN ID No.: 4501 CROWLEY, HAUGHEY, HANSON, TOOLE & DIETRICH P.L.L.P. 500 TRANSWESTERN PLAZA II 490 NORTH 31 ST STREET P. O. BOX 2529 BILLINGS, MT 59103-2529 TELEPHONE: (406) 252-3441 EMAIL: abryan@crowleylaw.com
7	ATTORNEYS FOR FIRST INTERSTATE BANK
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9	IN THE UNITED STATES BANKRUPTCY COURT
10	FOR THE DISTRICT OF MONTANA
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12	IN RE:) Bankruptcy No.: 06-60855-RBK-11
13	INCREDIBLE AUTO SALES LLC,) MOTION TO MODIFY STAY
141516	Debtor.))
17	The Motion of First Interstate Bank ("Bank"), secured creditor herein, respectfully
18	represents:
19	1. The Debtor filed a Petition in this Court under Chapter 11 of the Bankruptcy
20	Code on or about October 17, 2006.
21	2. Debtor is in possession of collateral which, upon information and belief, is
22	owned by a third party and which is subject to Bank's first priority lien. Pursuant to Mont.
23	LBR 4001-1, Bank provides the following information:
24	A. The present balance owing to Bank, excluding any pre-computed interest or
25	other unearned charges, is \$1,973.10.

- B. The date upon which the subject debt was incurred was March 24, 2006.
- C. Bank holds a security interest upon the following described property which, upon information and belief, is in possession of the Debtor:

1991 Mazda Pickup, VIN JM2UF4148M0150836 (the "Vehicle).

- D. On March 24, 2006, Leroy A. Landrie, made, executed and delivered to Bank and Note, Disclosure and Security Agreement (the "Contract") in writing, for the principal sum of \$3,315.64. As security for the Contract, Leroy A. Landrie granted Bank a security interest in the Vehicle. A true and correct copy of the Contract is attached hereto as Exhibit "A" and by this reference incorporated herein. Bank perfected its security interest in the Vehicle by filing a Notice of Lien Filing with the Montana Department of Motor Vehicles. A true and correct copy of the Notice of Lien Filing is attached hereto as Exhibit "B" and by this reference incorporated herein. Upon information and belief, Leroy A. Landrie traded in the Vehicle to Debtor in exchange and in credit for his purchase of another vehicle. In the ordinary course of business, the dealer pays off the outstanding balance of the debt against the trade-in vehicle, and obtains title to the same. This did not happen in the present case, and the full balance of the Contract is due and owing, and Leroy A. Landrie is in breach of the Contract.
- E. A description of Bank's collateral, including its location, is as follows: 1991 Mazda Pickup, VIN JM2UF4148M0150836 located in Debtor's possession.
 - F. The fair market value of Bank's collateral is estimated to be \$2,000.00.
- G. There are no other security interests or liens which have priority over that of Bank.
- H. The outstanding balance of the Contract in the amount of \$1,973.10, is due and payable in full.

1 2	I. This Motion is made under and pursuant to 11 U.S.C., § 362(d)(i) and §362(d)(ii).	
3	J. Other facts which are relevant in determining whether relief should be grante	ed
4	are as follows: None.	
5	3. Bank further represents that in the event the Court grants its Motion, Bank	
6	will seek foreclosure and liquidation of the above-described collateral in accordance with	
7	applicable non-bankruptcy law, and will dispose of the collateral in a commercially	
8	reasonable manner.	
9	4. Upon disposition, Bank shall account for all proceeds to the Court and agrees	S
10	to turn over any proceeds in excess of Bank's allowed secured claim to the Trustee.	
11	WHEREFORE, Bank respectfully requests the Court to grant this Motion to Modif	y
12	the Stay imposed by §362(a) of the Bankruptcy Code.	
13	Dated this 20th day of February, 2007.	
14 15	CROWLEY, HAUGHEY, HANSON, TOOLE & DIETRICH P.L.L.P.	
16	TOOLE & DIETRICH P.L.L.P.	
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18	By <u>/s/ Alan C. Bryan</u> ALAN C. BRYAN	
	P. O. Box 2529	
19	Billings, MT 59103-2529 Attorneys for First Interstate Bank	
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NOTICE TO DEBTOR

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If you object to the motion, you must file a written responsive pleading and request a hearing within ten (10) days of the date of the motion. the objecting party shall schedule the hearing and shall include in the caption of the responsive pleading the date, time and location of the hearing by inserting in the caption the following:

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NOTICE OF HEARING

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Date: ______
Time: _____
Location:

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This contested matter shall be scheduled for hearing for the next hearing date scheduled in the division within which the case is filed. The date, time and location of the hearing can be obtained from the Clerk of Court or from the Court's website at www.mtb.uscourt.gov. In the event such scheduled hearing date is thirty (30) days beyond the filing date of the motion for relief, then a preliminary hearing within such thirty (30) day period shall be scheduled by the responding party after such party contacts the Clerk of Court to confirm the preliminary telephone hearing date and time, which shall be set forth in the response.

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If you fail to file a written response to the above Motion to Modify Stay with the particularity required by Mont. LBR 4001-1(b), and request a hearing, within ten (10) days of the date of this Notice, with service on the undersigned and all parties entitled to service under all applicable rules, then your failure to respond or to request a hearing will be deemed an admission that the motion for relief should be granted without further notice or hearing.

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Dated this 20th day of February, 2007.

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CROWLEY, HAUGHEY, HANSON, TOOLE & DIETRICH P.L.L.P.

By /s/ Alan C. Bryan ALAN C. BRYAN P. O. Box 2529

Billings, MT 59103-2529 Attorneys for First Interstate Bank

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2	<u>CERTIFICATE OF SERVICE</u>
3	Under penalty of perjury, I hereby certify that on the 20th day of February, 2007, a true and exact copy of the foregoing was served upon the following parties of record:
4	[X] via ECF
5	William L. Needler
6	555 Stokie Blvd Ste 500 Northbrook, IL 60062
7	By ECF Notice
8	Daniel P. McKay
9	Liberty Center Suite 204 301 Central Ave.
10	Great Falls, MT 59401 By ECF Notice
11	·
12	Neal G. Jensen Assistant U.S. Trustee
13	Liberty Center, Ste 204
Great Falls, MT 59401 By ECF Notice	
15	[X] via U.S. First Class Mail, Postage Prepaid
Incredible Auto Sales LLC	
17	7 1832 King Ave West Billings, MT 59102
18	Leroy A. Landrie
19	1102 North Crow Avenue Hardin, MT 59034-1208
20	Hardin, WT 39034-1208
21	
22	/s/ Alan C. Bryan
23	ALAN C. BRYAN
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